



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: On the date the last party executes	2. Contract No.: 16-0012 Effective Date: On the date the last party executes
3. Contracting Officer: Susan Dugan Telephone Number: (352) 343-9768	5. Contractor Name and Address: The JTS Association, Inc. c/o James T. Steffens 2515 55 th Avenue E Bradenton, Florida 34203
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Change "ATTACHMENT A", Scope of Services, item 1, Schedule to read as follows: <ul style="list-style-type: none">• Candidate Orientation Seminar – Week of April 5th / specifically April 5 or 6, 2016 at 0900 hours Including an SME meeting scheduled for that same day immediately following the seminar that morning.• Written Examination – Week of April 11th / specifically Monday April 11 at 0900 or Thursday April 14 at 0900 hours• Examination Review to be determined• Results to County – Week of April 18, 2016• Promotional Assessment – Week of May 2nd / specifically May 3 & 4, 2016.	
8. Contractor's Signature REQUIRED Signature: <u>James T. Steffens</u> Title: <u>CHAIRMAN</u> Date: <u>FEB. 24, 2016</u>	9. Lake County, Florida By: <u>Susan Dugan</u> Senior Contracting Officer <u>2/29/2016</u> Date
10. Distribution: Original – Connie Rogers, Finance Copies - Contractor Bid File	

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA and
THE JTS ASSOCIATION, INC.
FOR
LIEUTENANT PROMOTION PROGRAM
RFP #16-0012**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the "COUNTY", by and through its Procurement Services Manager, and The JTS Association, Inc., their successors and assigns, herein referred to as "JTS".

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Proposal (RFP) #16-0012 seeking companies or individuals to provide a promotion testing program for candidates interested in being promoted to the position of Lieutenant for the Lake County Department of Public Safety; and

WHEREAS, JTS desires to provide such services for the COUNTY subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages JTS to provide a promotion testing program for candidates interested in being promoted to the position of Lieutenant for the Lake County Department of Public Safety in accordance to the Scope of Services, attached hereto and incorporated herein as **Attachment A**. It is understood that the Scope of Services may be modified or changed by either party, but to be effective any modification or amendment must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to JTS upon request. The Scope of Services shall be completed by JTS no later than the schedule listed in the Scope of Services, Attachment A.

2.2 This Agreement shall become effective on the date the last party hereto executes it ("effective date") and shall remain in effect until JTS has fully performed all services described in this Agreement and the County has tendered payment in full for those services, or three hundred and sixty-five (365) calendar days from the effective date of this Agreement, whichever occurs first.

Article 3. Personnel

3.1 JTS has represented to the COUNTY that the services to be provided under this Agreement will be performed by each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. The COUNTY has relied on this representation as an inducement of entering into this Agreement. In the event JTS wishes to substitute personnel or to provide additional personnel, JTS shall propose a person with equal or higher qualifications and such addition or replacement is subject to prior written approval by the COUNTY. In the event the requested person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause. At any time during the duration of this Agreement, the COUNTY may require JTS to remove any employee it deems unacceptable.

3.2 During the term of this Agreement JTS assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that JTS does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against JTS employees or applicants for employment. JTS understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

3.3 The employee(s) of JTS shall be considered at all times its/their employee(s) and not an employee(s) or agent(s) of the COUNTY. JTS and all its employees, agree that they shall be acting as an independent contractor(s) and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY.

3.4 Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by JTS or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 JTS shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by JTS during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by JTS to perform work pursuant to the contract.

Article 4. Payment

4.1 Upon completion and acceptance of the services required in conjunction with this Agreement, JTS shall submit one (1) lump sum invoice pursuant to the Fee Schedule in **Attachment B**, attached hereto and made a part of herein. This invoice shall be submitted to the Lake County Public Safety Department. The invoice shall contain the contract/RFP number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and JTS may be considered in default and this Agreement may be terminated. Under no circumstances shall invoices be submitted to the County in advance of the delivery and acceptance of the service.

4.2 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Article 5. Special Terms and Conditions

5.1 This Agreement may be terminated by either party by submitting written notice thirty (30) days in advance to the other party. If any service hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event of termination, JTS shall submit a final invoice to the COUNTY and the COUNTY agrees to compensate JTS for all services provided prior to effective date of termination.

5.2 The services rendered as required under this Agreement shall not be deemed complete, until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement and will not be responsible to pay for any such service. In addition, if service is not performed by the date specified in the Agreement, services may be procured by the COUNTY on the open market and any increase in cost may be charged against JTS.

5.3 When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and JTS shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

5.4 The COUNTY reserves the right to require JTS to submit to an audit by any auditor of the COUNTY's choosing. JTS shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. JTS shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. JTS agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the JTS in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the JTS to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by JTS. Any adjustments and/or payments which must be made as a result of any such audit or inspection of JTS's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to JTS.

5.5 Public Records

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by JTS for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the JTS's office or facility. JTS shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is

longer. Prior to the termination of this Agreement, the JTS shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and JTS shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the JTS in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and JTS will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, JTS shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of JTS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.6 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or protected health information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted use or disclosure;
3. Reporting to the County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;

6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). JTS must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

5.7 Insurance

Within five (5) days of the effective date of this Agreement, JTS shall provide the COUNTY an original certificate of insurance, indicating that JTS has coverage in accordance with the requirements of this paragraph. JTS shall provide and maintain at all times during the term of this Agreement and any renewals thereof, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring JTS against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the JTS under the terms and provisions of this Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the JTS is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
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Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the JTS specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for JTS to certify compliance, on the certificate of insurance, with all of the above requirements, then JTS is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or JTS be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of JTS providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the County of any insurance supplied by JTS, nor a failure to disapprove that

insurance, shall relieve the JTS of full responsibility for liability, damages, and accidents as set forth herein.

5.8 JTS shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of JTS to take out and maintain the above insurance. Additionally, JTS agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of JTS, its agents, employees or representative, in the performance of JTS's duties set forth in this Agreement.

5.9 JTS will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, JTS hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of JTS conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.10 Public Entity Crimes. If applicable, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.11 Prohibition Against Contingent Fees. JTS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for JTS, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the JTS, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Additionally, the JTS shall notify and obtain prior written consent from the COUNTY prior to any merger or acquisition with and/or by any other entity.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 JTS shall at all times comply with all Federal, State and local laws, rules and regulations.

6.8 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail addressed as follows:

If to JTS:

The JTS Association, Inc.
c/o James T. Steffens
2515 55th Avenue E
Bradenton, FL 34203

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

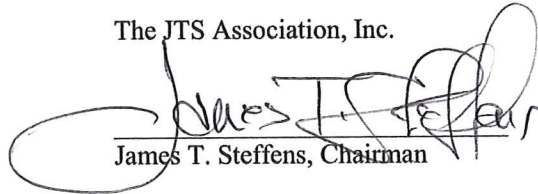
7.2 This Agreement contains the following attachment which is incorporated herein:

Attachment A: Scope of Services
Attachment B: Fee Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through and by its Procurement Services Manager and JTS through its duly authorized representative.

JTS

The JTS Association, Inc.



James T. Steffens, Chairman

COUNTY


Barnett Schwartmann
Procurement Services Manager

This 25th day of February, 2016.

Approved as to form and legality:


Melanie Marsh
County Attorney

ATTACHMENT A

SCOPE OF SERVICES

JTS shall, pursuant to the terms of this Agreement, provide a Promotion Testing Program for candidates interested in being promoted to the position of Lieutenant for the Lake County Department of Public Safety. JTS shall maintain a close working relationship with the COUNTY and the Lake County Department of Public Safety staff throughout the term of this Agreement. Base proposal shall consist of fifteen (15) candidates. JTS shall provide the following services:

1. Schedule

- Candidate Orientation Seminar, March 1, 2016 or 1st week in March
- Written Examination March 7, 2016 or 2nd week in March
- Examination Review To be determined
- Results to County Before March 21, 2016 or 4th week in March
- Promotional Assessment March 28, 2016 or 5th week in March

2. Orientation Seminar

- Develop an orientation seminar for candidates.
- Coordinate and conduct the orientation seminar for candidates. Seminar is to be presented by a senior member of JTS staff via PowerPoint with a handout provided of the presentation to all attendees and shall last approximately 2 to 3 hours in length.
- The date, time and location of this seminar shall be determined by the County.

3. Written Examination

- Develop a written examination for the candidates. The reference materials for this examination to be provided by the County.
- Administer and score the written examinations. Examinations shall be scored at the time of the examination completion by candidate. If desired by the County, the candidates can be called back in later on the same day, review their score and answer sheet, and complete any challenge that they may have. Resolution of any challenges will be resolved by the County.

4. Assessment Testing

- Coordinate the assessment portion of the testing with the County. The Assessment Testing shall include a tactical fire problem, a role playing exercise and public speaking presentation. Coordination shall include but not be limited to providing a list of potential assessors, facilities and /or areas to perform Assessment Testing and a list of required equipment.
- Provide assessor training. JTS will use a web based assessor training program that enable non-certified assessors to obtain the primary training prior to their arrival for the assessment.

- Provide sufficient qualified (certified) assessors for the day of the Assessment Testing. At the assessment site supplement training of approximately 1 ½ hours will be provided to all assessors and the assessors will be assigned to specific assessment exercise.
- Recommended three assessors for each exercise.
- Provide morning drinks and snacks, bottled water throughout the day, box lunches and drinks, and afternoon snacks for the assessors and attendant staff.
- Facilitate the Assessment Testing and provide additional personnel (project manager, candidate “shepherd”, facilitators (2) for the tactical problem and role players for the interpersonal activity) Provide assessor materials (paper, notebooks, pens, supplemental information as needed, score sheets, master score sheets, candidate and assessor evaluation forms, and instructions)

5. Compilation of Data

- Calculate the overall scoring for each candidate. Prepare a file and report for each candidate that includes all documentation/paperwork prepared by or for the candidate. A report will include a score sheet for each candidate together with a short narrative summarizing the strengths and weaknesses as demonstrated by the candidate.
- Compile and provide a master notebook for the County. The notebook must include a copy of all paperwork developed in the promotional process as well as the results of the process. The results must include, but will not be limited to, a candidate listing, scores achieved by and ranking of the candidates and both candidate and assessor evaluations.

6. Candidate Debriefing

- Upon completion of the promotional process, JTS agrees to process individual candidate debriefings with senior representative from JTS. Debriefings should be 30-45 minutes per candidate and review the candidate’s performance, scores, and other pertinent information obtained through the promotional process. Debriefing will be a personal evaluation of the candidate’s knowledge, skills and abilities (KSA’s) as demonstrated throughout the promotional process.
- The debriefings should be conducted 10 days to two weeks after the completion of the promotional process, unless otherwise agreed by the parties.

ATTACHMENT B

FEE SCHEDULE

The COUNTY agrees to pay JTS a lump sum based upon the following schedule to complete the Scope of Services. The parties agree that the JTS shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in connection with the services to be provided pursuant to this Agreement. The below rate is fully loaded and includes all overhead and administrative expenses:

Lieutenant Promotion Program \$11,750.00
(This shall be total costs for fifteen (15) candidates)

If the number of candidates exceeds fifteen, the parties agree that JTS may charge up to \$1,000 for each candidate that exceeds fifteen.